

## **Remarks**

Claims 1-26 remain canceled. Claims 27-36 currently stand rejected and remain pending. Claims 27, 30-32 and 35 are amended herein. The Assignee respectfully traverses the rejections and requests allowance of claims 27-36.

### **Claim Amendments**

Claims 30 and 31 are amended to replace references to the word “corrupt” with the term “errored.”

Claims 27 and 30-32 are amended to correct various antecedent basis problems and remove superfluous language.

Claim 35 is amended to replace the term “when” with the word “wherein.”

### **Claim Rejection Under 35 U.S.C. § 112, Second Paragraph**

Claims 30 and 31 stand rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which the applicant regards as the invention. (Page 2 of the Office action.) More specifically, each of these claims employs both of the terms “errored” and “corrupt” to refer to the same firmware. (Pages 2 and 3 of the Office action.)

In response, claims 30 and 31 are amended to replace the word “corrupt” with the term “errored.” In light of these amendments, the Assignee asserts that claims 1-20 are now allowable in view of 35 U.S.C. § 112, second paragraph, and respectfully requests withdrawal of that rejection.

### **Claim Rejections Under 35 U.S.C. § 103**

Claims 27-36 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Application Publication No. 2002/0091807 to Goodman (hereinafter “Goodman”) in view of U.S. Patent No. 5,163,052 to Evans et al. (hereinafter “Evans”) and U.S. Patent No. 6,665,813 to Forsman et al. (hereinafter “Forsman”). (Page 3 of the Office action.) Claims 27-36 also stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Goodman in view of U.S. Patent No. 6,684,343 to Bouchier et al. (hereinafter “Bouchier ‘343”) and Forsman. (Page 21 of

the Office action.) In addition, claims 27-36 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Goodman in view of U.S. Patent No. 6,725,317 to Bouchier et al. (hereinafter “Bouchier ‘317”) and Forsman. (Page 25 of the Office action.) The Assignee respectfully traverses the rejections in view of the following discussion.

A. *Rejection Under Goodman, Evans and Forsman*

With respect to claim 27, the Office action indicates that Goodman provides a system employing a high-speed interconnect between cells of a computer system to update the firmware of the cells (pages 3 and 4 of the Office action), but does not disclose a management interconnect, or a management processor of each cell coupled with the management interconnect (page 4 of the Office action). However, Evans is employed to supply these elements by way of its microcontroller units and associated serial diagnostics bus. (Page 4 of the Office action.) Still, the Office action indicates that the combination of Goodman and Evans does not suggest that a management processor receives a request for valid firmware and, in response thereto, transmits an acknowledgement via the management interconnect, enables the high-speed interconnect, and transmits the firmware from the second cell to the first cell via the high-speed interconnect. (Page 6 of the Office action.) Thus, the Office action employs the service processor of Forsman, which is utilized therein to update corrupt firmware, to indicate that such a processor would perform those functions. (Pages 6 and 7 of the Office action.) The Assignee respectfully disagrees with the rejections for the following reasons.

For one, claim 27 (as well as claims 30 and 32) indicates that the high-speed interconnect is enabled *in response to receiving a request for valid firmware*. The Office action indicates that paragraph [0017], lines 14-21, of Goodman shows that the high-speed interconnect is enabled by way of the actual use of its communication interface 42. (Page 6 of the Office action.) However, Goodman does not explicitly indicate enablement of that interface, much less when that enablement occurs, such as in response to receiving a request for valid firmware. In fact, since Goodman presumably uses the same interface for both requesting and transmitting firmware, the system of Goodman cannot enable the communication interface *after* a request is received over that interface. Thus, the Assignee contends that claims 27, 30 and 32 are allowable for at least this reason, and such indication is respectfully requested.

Regarding the combination of Goodman, Evans and Forsman, the Office action indicates

in relation to claim 27 that “it would have been obvious to one of ordinary skill in the art at the time the invention was made that the management processors in the system of Goodman and Evans perform the firmware operations, such as taught in Forsman, so as to provide for recovery in the event of corrupt firmware.” (Page 7 of the Office action.) The use of Forsman to enable recovery of corrupt firmware is also employed in the rejection of independent claims 30-33. (Pages 10, 14, 17 and 20 of the Office action.) The Assignee contends that no motivation exists to combine Forsman with Goodman and Evans.

Forsman supplies its own *entirely different method* for recovering from corrupt firmware as that shown in claims 27 and 30-33 that is totally unrelated to, and conflicts with, that disclosed in claims 27 and 30-33, as well as the method taught in Goodman. Generally, Forsman employs a service processor (SP) to manage two internal copies of “recovery code,” at least one of which is presumably error-free, so that a new copy of recovery code, as well as a larger block of “composite code,” may be read from a designated data source, such as a diskette or CD-ROM, over a separate SP bus associated with the service processor. (Fig. 2; and column 4, line 59, to column 5, line 12.) Forsman does not teach or suggest *transmitting* its copy of firmware anywhere else, much less by way of a high-speed interconnect, but only receives firmware by way of its own bus. More specifically, Forsman employs PCI buses 216 and 226 for communicating with other network computers, but instead chooses to employ the SP bus alone for firmware updates and other functions. Forsman also does not discuss receiving any update messages or transmitting acknowledgements relating to firmware updates. Thus, *no motivation exists* to employ the service processor of Forsman to employ the operations attributed in the Office action to Goodman to recover from corrupt firmware, as Forsman employs a separate method that *teaches away* from the methods employed in Goodman. Thus, the Assignee contends that claims 27 and 30-33 are allowable for at least these reasons, and such indication is respectfully requested.

Claims 28 and 29 depend from independent claim 27, and claims 34-36 depend from independent claim 33, thus incorporating the provisions of their associated independent claims. Thus, the Assignee asserts that claims 28, 29 and 34-36 are allowable for at least the reasons presented above in support of claims 27 and 33, and such indication is respectfully requested.

Therefore, based on the foregoing, the Assignee respectfully requests withdrawal of the

35 U.S.C. § 103 rejection of claims 27-36 based on Goodman, Evans and Forsman.

*B. Rejections Under Goodman, Bouchier and Forsman*

As indicated in the Office action, both Bouchier '343 and Bouchier '317 only constitute prior art under 35 U.S.C. § 102(e). (Pages 21 and 25 of the Office action.) Further, at the time the claimed invention of the present application (U.S. Patent Application No. 09/998,629) was made, the present application, Bouchier '343 and Bouchier '317 were each owned by, or were subject to an obligation of assignment to, Hewlett-Packard Development Company, L.P. As a result, the Assignee respectfully asserts that both Bouchier '343 and Bouchier '317 are disqualified under 35 U.S.C. § 103(c) as prior art in these rejections under 35 U.S.C. 103(a), and such indication is respectfully requested. Therefore, the Assignee respectfully requests withdrawal of the 35 U.S.C. § 103 rejections under Goodman, Forsman, and the two Bouchier references.

Conclusion

Based on the above remarks, the Assignee submits that claims 27-36 are allowable. Additional reasons in support of patentability exist, but such reasons are omitted in the interests of clarity and brevity. The Assignee thus respectfully requests allowance of claims 27-36.

The Assignee believes no fees are due with respect to this filing. However, should the Office determine additional fees are necessary, the Office is hereby authorized to charge Deposit Account No. 08-2025.

Respectfully submitted,

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**SIGNATURE OF PRACTITIONER**

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